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THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA

CHANEL, INC.,)	Case No. C-13-02645 RS
)	
Plaintiff,)	[PROPOSED] ORDER GRANTING
)	PLAINTIFF'S MOTION FOR FINAL
v.)	DEFAULT JUDGMENT;
)	
THE PARTNERSHIPS OR)	[PROPOSED] JUDGMENT AND
UNINCORPORATED ASSOCIATIONS)	PERMANENT INJUNCTION
IDENTIFIED ON SCHEDULE "A" and)	
DOES 1-100,)	
)	
Defendants.)	

THIS MATTER having come before the Court upon motion by Plaintiff, Chanel, Inc. (Chanel") for entry of a final default judgment of its claims against Defendants glamorme.storenvy.com (Defendant 4) and lccboutique.storenvy.com (Defendant 6), partnerships or unincorporated associations (collectively "Defendants") pursuant to Rule 55(b)(2) of the Federal Rules of Civil Procedure; and the Court having considered the moving papers and there being no opposition thereto;

IT IS HEREBY ORDERED that Chanel's Motion for Final Default Judgment is **GRANTED**, and judgment is hereby entered in favor of Plaintiff, Chanel, Inc., a New York corporation, with its principal place of business in the United States located at Nine West 57th Street,

New York, New York, 10019, and against Defendants glamorme.storenvy.com and lccboutique.storenvy.com on all Counts of the Complaint as follows:

(1) Permanent Injunctive Relief:

Defendants and their respective officers, agents, servants, employees and attorneys, and all persons acting in concert and participation with Defendants are hereby permanently restrained and enjoined from:

- (a) manufacturing or causing to be manufactured, importing, advertising, or promoting, distributing, selling or offering to sell counterfeit and infringing goods bearing Chanel's trademarks identified in Paragraph 15 of the Complaint (the "Chanel Marks") (ECF 1);
- (b) using the Chanel Marks in connection with the sale of any unauthorized goods;
- (c) using any logo, and/or layout which may be calculated to falsely advertise the services or products of Defendants offered for sale or sold via the e-stores identified on Schedule "A" hereto (collectively the "Subject E-Store Names") and/or any other website or business, as being sponsored by, authorized by, endorsed by, or in any way associated with Chanel;
- (d) falsely representing themselves as being connected with Chanel, through sponsorship or association;
- (e) engaging in any act which is likely to falsely cause members of the trade and/or of the purchasing public to believe any goods or services of Defendants offered for sale or sold via the Subject E-Store Names, and/or any other website, e-store, or business are in any way endorsed by, approved by, and/or associated with Chanel;
- (f) using any reproduction, counterfeit, copy, or colorable imitation of the Chanel Marks in connection with the publicity, promotion, sale, or advertising of any goods sold by Defendants via the Subject E-Store Names, and/or any other

website, e-store, or business, including, without limitation, cases for
 telephones and protective covers for portable electronic devices, including cell
 phones, bearing the Chanel Marks;

(g) affixing, applying, annexing or using in connection with the sale of any goods,
 a false description or representation, including words or other symbols tending
 to falsely describe or represent goods offered for sale or sold by Defendants
 via the Subject E-Store Names, and/or any other website, e-store, or business,
 as being those of Chanel or in any way endorsed by Chanel;

(h) otherwise unfairly competing with Chanel;

(i) effecting assignments or transfers, forming new entities or associations or
 utilizing any other device for the purpose of circumventing or otherwise
 avoiding the prohibitions set forth above; and

(j) using of the Chanel Marks, or any confusingly similar trademarks, within
 domain name extensions, metatags or other markers within website source
 code, from use on any webpage (including as the title of any web page), any
 advertising links to other websites, from search engines' databases or cache
 memory, and any other form of use of such terms which is visible to a
 computer user or serves to direct computer searches to websites and e-stores
 registered by, owned, or operated by Defendants, including the Internet
 commercial e-stores operating under all of the Subject E-Store Names.

(2) Statutory Damages pursuant to 15 U.S.C. § 1117(c) against Defendant

glamorme.storenvy.com: \$12,000.00

(3) Statutory Damages pursuant to 15 U.S.C. § 1117(c) against Defendant

lccboutique.storenvy.com: \$12,000.00

(4) Costs of Suit against Defendants, jointly and severally: \$505.00

(5) All funds currently restrained by PayPal, Inc. ("PayPal") pursuant to the temporary
 restraining order (ECF 18) and preliminary injunction (ECF 25) in this action for

Defendants glamorme.storenvy.com and lccboutique.storenvy.com, are to be immediately (within 5 business days) transferred to Chanel in partial satisfaction of the monetary judgment entered herein. PayPal shall provide to Chanel at the time the funds are released, a breakdown reflecting the (i) total funds restrained in this matter; (ii) the total chargebacks, refunds, and/or transaction reversals deducted from the funds restrained prior to release; and (iii) the total funds released to the Chanel.

(6) The bond posted by Chanel in the amount of \$10,000.00 is ORDERED to be released by the Clerk.

(7) Interest from the date this action was filed shall accrue at the legal rate.

IT IS SO ORDERED

DATED: 1/24/14



UNITED STATES DISTRICT JUDGE
THE HONORABLE RICHARD SEEBORG

SCHEDULE "A"
DEFENDANTS BY NUMBER AND SUBJECT E-STORE NAMES

Defendant Number	Defendant/Subject E-Store Name
4	glamorme.storenvy.com
6	lccboutique.storenvy.com